

# BARNES & THORNBURG

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

*Customer No.* 23643  
*Group:* 1617  
*Confirmation No.:* 2368  
*Application No.:* 10/811,649  
*Invention:* BIOERODABLE POLYMERIC  
ADHESIVES FOR TISSUE REPAIR  
*Inventor:* Dale R. Peterson et al.  
*Filed:* March 29, 2004  
*Attorney*  
*Docket:* 265280-74873  
*Examiner:* Webman, Edward J.

### Certificate Under 37 CFR 1.8(a)

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

on February 15, 2005

(Signature)

Angela Lanning  
(Printed Name)

### TERMINAL DISCLAIMER UNDER 37 C.F.R. 1.321(b)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450  
Sir:

The owner, DePuy Orthopaedics, Inc., certifies that it is the assignee of the entire right, title, and interest in the patent application identified above and in U.S. Patent No. 6,299,905 by virtue of an assignment from Boehringer Mannheim Corporation to DePuy Orthopaedics, Inc. as recorded at Reel/Frame 8563/0469 in the records of the U.S. Patent and Trademark Office. The assignment from the inventors to Boehringer Mannheim Corporation of the earliest application to which the above-identified application claims priority, and which issued as U.S. Patent No. 6,299,905, is recorded at Reel/Frame 8285/0592 in the records of the U.S. Patent and Trademark Office. Accordingly, the entire right, title, and interest in and

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to the present application and U.S. Patent No. 6,299,905 are each owned by DePuy Orthopaedics, Inc.

DePuy Orthopaedics, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on this application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156, as presently shortened by any terminal disclaimer, of prior U. S. Patent No. 6,299,905. The owner hereby agrees that any patent so granted on this application shall be enforceable only for and during such period that it and U. S. Patent No. 6,299,905 are commonly owned. This agreement runs with any patent granted on this application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, the assignee does not disclaim the terminal part of any patent granted on this application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 of U. S. Patent No. 6,299,905, as presently shortened by any terminal disclaimer, in the event that U. S. Patent No. 6,299,905 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction from which no appeal is, or can be, taken, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is an attorney of record.

A check in the amount of \$130.00 to cover the fee for this Terminal Disclaimer is enclosed.

It is respectfully requested that, if necessary to effect a timely response, this paper be considered as a Petition for an Extension of Time sufficient to effect a timely response and that any shortages and other fees be charged, or any overpayment in fees be credited, to the account of Barnes & Thornburg, Deposit Account No. 10-0435, with reference to file 265280-74873.

Respectfully submitted,

BARNES & THORNBURG

A handwritten signature in black ink, appearing to read 'B. Addison', with a long horizontal flourish extending to the right.

Bradford G. Addison  
Attorney Reg. No. 41486

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